

Fill in this information to identify the case:

Debtor 1 Russell Owen Elgin, Jr. aka Russell O. Elgin, Jr. aka Russell Elgin, Jr. aka Russell Elgin aka
Russell Owen Elgin aka Russell O. Elgin

Debtor 2

United States Bankruptcy Court for the: Middle District of Pennsylvania

Case number : 19-03493

Official Form 410S1**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment is due. See Bankruptcy Rule 3002.1.

Name of creditor: **THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR REGISTERED HOLDERS OF CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2004-5** Court claim no. 2
(if known):

Last 4 digits of any number you use to identify the debtor's account: 6302

Date of payment change: 11/01/2020
Must be at least 21 days after date of this notice

New total payment: \$600.44
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment**1. Will there be a change in the debtor's escrow account payment?**

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with the applicable nonbankruptcy law.
Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$268.08

New escrow payment: \$285.66

Part 2: Mortgage Payment Adjustment**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate:
Current Principal and interest payment:

New interest rate:
New principal and interest payment:

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect).

Reason for change:

Current mortgage payment:

New mortgage payment:

Debtor 1 Russell Owen Elgin, Jr. aka Russell O. Elgin, Jr. aka Russell Elgin, Jr. aka Russell Elgin aka Russell Owen Elgin aka Russell O. Elgin

Case number (if known) 19-03493

First Name

Middle Name

Last Name

Part 4: Sign Below

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Joshua I. Goldman

Signature

Date

09/24/2020

Print: Joshua I. Goldman

Title Authorized Agent for Creditor

Company Padgett Law Group

Address 6267 Old Water Oak Road, Suite 203

Tallahassee FL, 32312

Contact phone (850) 422-2520

Email

PLGinquiries@padgettlawgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the parties on the attached Service List by electronic service and/or by First Class U.S. Mail on this the 25th day of September, 2020.

/S/ Joshua I. Goldman

JOSHUA I. GOLDMAN
PADGETT LAW GROUP
6267 Old Water Oak Road, Suite 203
Tallahassee, FL 32312
(850) 422-2520 (telephone)
(850) 422-2567 (facsimile)
PLGinquiries@padgettlawgroup.com
Authorized Agent for Creditor

SERVICE LIST (CASE NO. 19-03493)

Debtor

Russell Owen Elgin, Jr.
1580 SR 307
Dalton, PA 18414

Attorney

Tullio DeLuca
381 N. 9th Avenue
Scranton, PA 18504

Trustee

Charles J DeHart, III (Trustee)
8125 Adams Drive, Suite A
Hummelstown, PA 17036

Asst. U.S. Trustee

United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101

(800) 561-4567 FAX: (949) 517-5220

RUSSELL O ELGIN JR
TULLIO DELUCA
381 N 9TH AVE
SCRANTON

PA 18504

DATE: 08/21/20

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - LAST CYCLES ESCROW ACCOUNT HISTORY ***

THIS HISTORY STATEMENT COMPARES YOUR PRIOR ANALYSIS CYCLE PROJECTED ESCROW ACTIVITY TO THE ACTUAL ESCROW ACTIVITY BEGINNING SEPTEMBER, 2019 AND ENDING AUGUST, 2020. IF YOUR LOAN WAS PAID-OFF, ASSUMED, OR TRANSFERRED DURING THIS PRIOR CYCLE, OR THE COMPUTATION YEAR IS BEING CHANGED, ACTUAL ACTIVITY STOPS AT THAT POINT. THIS STATEMENT IS INFORMATIONAL ONLY AND REQUIRES NO ACTION ON YOUR PART.

--- YOUR PAYMENT BREAKDOWN AS OF SEPTEMBER, 2019 IS ---

PRIN & INTEREST	314.78
ESCROW PAYMENT	268.08
TOTAL	582.86

-- PAYMENTS TO ESCROW --			-- PAYMENTS FROM ESCROW --			-- ESCROW BALANCE --		
MONTH	PRIOR	PROJECTED	ACTUAL	PRIOR	PROJECTED	DESCRIPTION	ACTUAL	DESCRIPTION
SEP	268.08	*		1571.53	*	SCHOOL TAX		
OCT	268.08	*	355.81					
NOV	268.08	*	711.62					
DEC	268.08	*	355.81					
JAN	268.08	*	355.81					
FEB	268.08	*	355.81					
MAR	268.08	*	355.81	958.00	*	HOMEOWNERS	992.00	HOMEOWNERS
APR	268.08	*		687.50		CITY TAX	687.50	CITY TAX
MAY	268.08	*	355.81					
JUN	268.08	*						
JUL	268.08	*	711.62					
AUG	268.08	*	355.81					
TOT	3216.96		3913.91	3217.03			1679.50	

UNDER FEDERAL LAW, WHEN YOUR ACTUAL ESCROW BALANCE REACHES ITS LOWEST POINT, THAT BALANCE IS TARGETED NOT TO EXCEED 1/6TH OF THE ANNUAL PROJECTED DISBURSEMENTS. YOUR LOAN DOCUMENTS OR STATE LAW MAY SPECIFY THAT YOUR LOWEST BALANCE MUST BE A LOWER AMOUNT THAN THE FEDERAL LAW ALLOWS.

UNDER YOUR MORTGAGE CONTRACT OR STATE OR FEDERAL LAW, YOUR TARGETED LOW POINT ESCROW BALANCE (TLP) WAS \$536.16. YOUR ACTUAL LOW POINT ESCROW BALANCE (ALP) WAS \$6,192.69-.

BY COMPARING THE PROJECTED ESCROW TRANSACTIONS WITH THE ACTUAL TRANSACTIONS YOU CAN DETERMINE WHERE A DIFFERENCE MAY HAVE OCCURRED. AN ASTERISK (*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE PROJECTED ACTIVITY AND THE ACTUAL ACTIVITY. IF THERE ARE NO PRIOR PAYMENTS TO OR FROM ESCROW SHOWN, THERE WAS NO PRIOR PROJECTION TO WHICH THE ACTUAL ACTIVITY COULD BE COMPARED.

Your projected escrow balance consists of the following detail (an * next to an amount indicates this is a total that represents more than one payment to or disbursement from escrow):

Escrow payments up to escrow analysis effective date:

01/18	\$355.81	02/18	\$355.81	03/18	\$5,529.69	*
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*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS ***

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED. THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR ANY SHORTAGE OR DEFICIENCY THAT YOU MUST PAY. IT ALSO SHOWS YOU THE PROJECTED ESCROW ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING NOVEMBER, 2020 AND ENDING OCTOBER, 2021.

----- PROJECTED PAYMENTS FROM ESCROW - NOVEMBER, 2020 THROUGH OCTOBER, 2021 -----			
	HOMEOWNERS INSU	992.00	
	SCHOOL TAX	1,612.88	
	CITY TAX	687.50	
	TOTAL	3,292.38	
	PERIODIC PAYMENT TO ESCROW	274.36	(1/12 OF "TOTAL FROM ESCROW")

----- PROJECTED ESCROW ACTIVITY - NOVEMBER, 2020 THROUGH OCTOBER, 2021 -----

---- PROJECTED PAYMENTS --			-- ESCROW BALANCE COMPARISON --		
MONTH	TO ESCROW	FROM ESCROW	DESCRIPTION	PROJECTED	REQUIRED
		ACTUAL	STARTING BALANCE	== >	
NOV, 20	274.36			687.47	823.14
DEC, 20	274.36			961.83	1,097.50
JAN, 21	274.36			1,236.19	1,371.86
FEB, 21	274.36			1,510.55	1,646.22
MAR, 21	274.36			1,784.91	1,920.58
APR, 21	274.36	992.00	HOMEOWNERS INSU	1,067.27	1,202.94
MAY, 21	274.36	687.50	CITY TAX	654.13	789.80
JUN, 21	274.36			928.49	1,064.16
JUL, 21	274.36			1,202.85	1,338.52
AUG, 21	274.36			1,477.21	1,612.88
SEP, 21	274.36			1,751.57	1,887.24
OCT, 21	274.36	1,612.88	SCHOOL TAX	413.05 ALP	548.72 RLP
				687.41	823.08

**** CONTINUED ON NEXT PAGE ****

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE PROJECTED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED LOW POINT BALANCE (RLP), THEN THERE IS AN ESCROW SHORTAGE.... THE ESCROW SHORTAGE IS... 135.67- *

* THIS SHORTAGE THAT WILL BECOME PART OF YOUR MONTHLY PAYMENT WILL BE COLLECTED FOR A PERIOD OF 12 MONTHS FROM November 1, 2020.

IF YOU CHOOSE TO PAY THE ESCROW SHORTAGE IN FULL IN A LUMP SUM PRIOR TO THE EFFECTIVE PAYMENT DATE, YOUR MONTHLY PAYMENT WILL BE REDUCED BY THE MONTHLY SHORTAGE PAYMENT AMOUNT.

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$178.11.

----- CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -----

PRIN & INTEREST	314.78 *	
ESCROW PAYMENT	274.36	
SHORTAGE PYMT	11.30	
BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 11/01/20	=>	600.44

* IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

NOTE : YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$536.17. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT. YOUR ESCROW CUSHION FOR THIS CYCLE IS \$548.72.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN * NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

Escrow payments up to escrow analysis effective date:				
12/18	\$258.60	01/19	\$258.60	02/19 \$5,563.32*
Escrow disbursements up to escrow analysis effective date:				
09/20	\$1,612.88	SCHOOL TAX		

IMPORTANT BANKRUPTCY NOTICE

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

CREDIT REPORTING

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

MINI MIRANDA

This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

HUD COUNSELOR INFORMATION

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers Carrington Mortgage Services, LLC's compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.